

International Society of Fire Service Instructors
CHAPTER AFFILIATION AGREEMENT



AGREEMENT made this day of _____, 20___, between the International Society of Fire Service Instructors (ISFSI), a not for profit corporation organized under the laws of the United States Federal Government, having its principal offices in the State of Virginia (hereinafter referred to as "ISFSI"), and the ISFSI _____ Chapter, a not for profit corporation organized under the laws of the State/Province of _____, having its principal office at _____(hereinafter referred to as "Chapter").

WITNESS:

WHEREAS, ISFSI is an international organization dedicated to the advancement of the fire service instructor and the fire & EMS profession; and, WHEREAS, Chapter desires to pursue and advance the principles and purposes of ISFSI through its activities in the State/Province of _____; and, WHEREAS, both ISFSI and Chapter believe that assistance, coordination, and cooperation in matters of mutual interest will enhance the achievement of their common advocacy and educational purposes; NOW, THEREFORE, in consideration of the mutual promises of the parties, and in accordance with the provisions hereinafter set forth,

IT IS AGREED AS FOLLOWS:

1. Support of Common Purposes. The parties expect and desire that each shall support, assist and/or participate with the other with respect to all matters of common interest which further the fundamental and primary purposes of each. (Such matters hereinafter shall be referred to as "common concerns.")
2. No Agency. Unless otherwise specifically agreed in writing, nothing herein, nor any act of either party, shall be construed to render one party the agent of the other, and neither party shall be held liable for the acts, omissions, statements, or representations of the other. Each party shall hold the other harmless from any liability for the violation or alleged violation of any Federal, State/Provincial, or other law resulting, without limitation, from decisions, acts, omissions, debts, obligations, statements, or representations, whether made before or after the effective date of this Agreement.
3. Use and-Protection of Trade Name and Intellectual Property. ISFSI retains all rights and interests in its legal name, the logo incorporating the stylized acronym "ISFSI", and all related intellectual property including without limitation, educational materials, (hereinafter collectively referred to as its "intellectual property") and all rights and interests in the use thereof. Chapter is hereby authorized to use the intellectual property of ISFSI, indicating the affiliation of the parties (that is, that Chapter is a chapter of ISFSI), providing member services, and similar activities in connection with the promotion

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of the parties' common concerns. Chapter shall have no right or authority to license or otherwise permit the use by third parties of any of the intellectual property and chapter shall not use or permit the use by third parties of its name or the intellectual property in such a way as to endorse or appear to endorse any product or service provided by third parties, except insofar as specifically permitted in writing by ISFSI. In the event of violation of this agreement or of disaffiliation of the parties, Chapter shall have no rights with respect to, or authority to use, ISFSI's intellectual property and shall cease all such use immediately. Chapter will make every reasonable effort to resolve matters within Chapter's control or purview that may adversely affect ISFSI's name, reputation, goodwill, and membership. In precedence over any interest of Chapter, ISFSI shall take such actions as it deems necessary to protect its intellectual property, reputation, goodwill and ability to serve its members.

4. Governing documents. Chapter agrees to be legally incorporated consistent with laws of the state/province in which it is domiciled, and to adopt articles of incorporation and bylaws including, in substance, the provisions of the articles of incorporation and bylaws attached to this Agreement as Exhibits A (articles of incorporation) and B (bylaws), respectively. Chapter further agrees to submit all proposed changes to the articles of incorporation or bylaws to ISFSI for its approval at least thirty days prior to the proposed date of adoption.

5. Annual Report. Chapter agrees to file an annual report with ISFSI, on or before the date specified by ISFSI, which report shall include any changes in the articles and bylaws, together with such other information as ISFSI shall reasonably require.

6. Ethics. Chapter shall promote and encourage public awareness and chapter member adherence to the ISFSI Code of Ethical Principles and Standards of Professional Practice. Chapter acknowledges a responsibility to address ethical issues through awareness, education, and example. However, Chapter agrees that it will not offer opinions upon, or process or otherwise address specific alleged misconduct complaints and that it will notify its members that complaints alleging violation of the ISFSI Code and Standards must be reported directly by an individual to the ISFSI Ethics Committee via the ISFSI President and CEO.

7. Annual Information Return-and Other Reporting Requirements. Applicable only to U.S. Chapters: Chapter agrees to comply with all applicable federal annual registration and reporting requirements.

8. State/Provincial Requirements. Chapter agrees to comply with all applicable state/provincial annual registration and reporting requirements.

9. Liability Insurance. Chapter agrees to meet, maintain, and adhere to those requirements necessary for liability insurance.

10. Delivery of Membership Services. Chapter agrees to support, promote, and pursue the goals and objectives set forth by the current strategic plan of ISFSI, and by the policies and procedures of ISFSI. Chapter shall support and promote the goals and objectives of the ISFSI.

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11. Fulfillment. ISFSI is committed to the success of Chapter and will support it with guidelines, tools, platforms and training in order to assist Chapter in the fulfillment of this agreement to the degree reasonable.

12. Term of Affiliation. The initial term of this Agreement shall be three (3) years from the effective date hereof, provided that Chapter has submitted all annual reports. This Agreement shall be automatically renewed for successive three-year terms, unless sooner terminated under the terms of paragraph 13.

13. Termination. Either party may terminate this Agreement at any time by written notice to the other party. Such notice shall be effective on the date set forth in such notice, but in no event less than ninety days after the date of the notice. Upon delivery of notice from ISFSI, Chapter shall immediately return to ISFSI all membership and other lists, and all printed and other material bearing any reference to ISFSI, including all intellectual property. Chapter agrees to make no use of such material, intellectual property, and lists after the delivery of the notice of termination from ISFSI and before return of such material, intellectual property and lists to ISFSI. If this Agreement is terminated by Chapter, Chapter shall return such material with its notice to ISFSI.

14. Assignment. The affiliation provided under this Agreement shall be effective only as between the parties hereto. Neither party shall assign its rights or obligations or any aspect thereof, under this Agreement.

15. Amendment. This Agreement may be amended only by written agreement of the parties hereto.

16. Chapter Administrative Fee. The chapter shall remit payment of \$150 per year to the ISFSI for administration of the chapter agreement. This fee shall be payable to the ISFSI on an annual basis within 30 days of receipt of invoice.

International Society of Fire Service Instructors

ATTEST _____
Chapter Secretary

By: _____
Chapter President

ISFSI Chapter Name

ATTEST _____
ISFSI Secretary

By: _____
ISFSI President